

ITEL

RECORDED NO. 9049-2 Filed 143

August 9, 1985

AUG 26 1985 - 11 05 AM

Ite Rail Corporation

55 Francisco Street
San Francisco, California 94133
(415) 984-4000

INTERSTATE COMMERCE COMMISSION

Honorable James H. Bayne, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

5-237A017

No. 1 AUG 26 1985
Date

Fee \$ 10.00

ICC Washington, D. C.

Dear Mr. Bayne:

Pursuant to 49 U.S.C. Section 11303(a) and the Interstate Commerce Commission's rules and regulations thereunder, I enclose herewith on behalf of Ite Rail Corporation for filing and recordation under the Lease Agreement dated as of June 14, 1977 between SSI Rail Corporation as predecessor in interest to Ite Rail Corporation and Arkansas and Louisiana Missouri Railway Company which was filed with the I.C.C. on October 21, 1977 and given I.C.C. Recordation No. 9049, four counterparts of the following document:

Amendment No. 4 dated July 23, 1985 to the Lease Agreement dated June 14, 1977 between SSI Rail Corporation and Arkansas and Louisiana Missouri Railway Company.

The names and addresses of the parties to the aforementioned are:

1. Ite Rail Corporation (Lessor)
55 Francisco, 5th Floor
San Francisco, California 94133
2. Arkansas and Louisiana Missouri Railway Company (Lessee)
P.O. Box 1653
Monroe, CA 71201

The equipment covered by this Amendment is ninety-eight (98) 60', Plate E, 100-ton, XP boxcars bearing reporting marks ALM 1000-1072, 1074-1081 and 1083-1099, forty-nine (49) 60', Plate E, 100-ton, XP boxcars bearing reporting marks ALM 1100, 1102-1149, one (1) 60', Plate E, 100-ton, XM boxcar bearing reporting mark ALM 1101, ninety-eight (98) 50', Plate C, 70-ton, XM boxcars bearing reporting marks ALM 1500-1575, 1577 and 1579-1599, two (2) 60', Plate E, 100-ton, XP boxcars bearing reporting marks ALM 1150-1151, and ninety-one (91) 60', Plate E, 100-ton, XM boxcars bearing reporting marks ALM 1152-1159, 1161-1163, 1165-1187, 1189-1220, 1223-1227, 1129, 1231-1249.

Also enclosed is a check in the amount of \$10.00 for the required recording fee.

**ICC OFFICE OF
THE SECRETARY
AUG 26 10 54 AM '85
MOTOR OPERATING UNIT**

Cr. Quoted - Worded Signed

Mr. James H. Bayne, Secretary
August 9, 1985
Page Two

Please stamp all counterparts of the enclosed Amendment No. 4 with your official recording stamp. You will wish to retain one (1) counterpart of the document for your files; it is requested that the remaining three (3) counterparts to the bearer of this document.

Sincerely,

A handwritten signature in cursive script, reading "Denise M. Bottarini".

Denise M. Bottarini
Senior Legal Assistant

DMB/vdv/105

cc: Howard Chabner
Robert S. Clark
J. Michael Kelly
Ginny Hanger

Interstate Commerce Commission
Washington, D.C. 20423

8/26/85

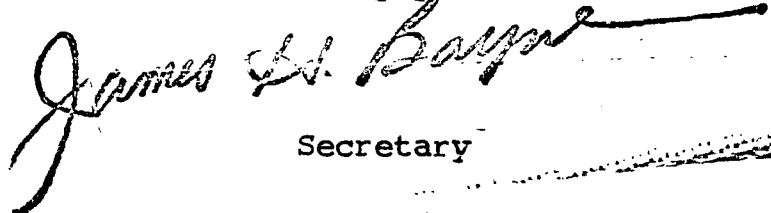
OFFICE OF THE SECRETARY

Denise M. Bottarini
Senior Legal Assistant }
Ite1 Rail Corp.
55 Francisco St.
San Francisco, Calif. 94133

Dear Ms Bottarini:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/26/85 at 11:05am and assigned re-recording number(s). 9049-L

Sincerely yours,


Secretary

Enclosure(s)

AUG 26 1985 - 11 25 AM

07/02/85

INTERSTATE COMMERCE COMMISSION
ASSIGNED TO FIRST SECURITY BANK OF UTAH, N.A., TRUSTEE, UNDER A LEASE ASSIGNMENT DATED AS OF July 23, 1985, AMENDMENT NO. 4
LESSOR'S INTEREST ASSIGNED TO FIRST SECURITY BANK OF UTAH, N.A., WITH RESPECT TO CARS NUMBERED ALM 1000-1044, 1046-1072, 1076-1081, 1083-1100, 1102-1105

THIS AMENDMENT NO. 4 (the "Amendment") to that certain Lease Agreement (the "Agreement"), dated June 14, 1977, between SSI Rail Corp., as lessor and ARKANSAS AND LOUISIANA MISSOURI RAILWAY COMPANY, as lessee ("Lessee") is made this 23rd day of July, 1985 between ITEL RAIL CORPORATION, as successor in interest to SSI Rail Corp. ("Lessor"), and Lessee.

R E C I T A L S :

- A. Pursuant to the Agreement, Lessor leased to Lessee three hundred fifty (350) boxcars ("Cars") bearing the reporting marks ALM 1000-1249 and ALM 1500-1599.
- B. The Cars bearing the reporting marks ALM 1082; ALM 1160; ALM 1222; ALM 1228; and ALM 1230 were destroyed on March 15, 1982; September 14, 1979; March 15, 1982; June 7, 1980; and March 15, 1982, respectively, and have been removed from the appropriate Equipment Schedules attached to the Agreement.
- C. The Cars bearing the reporting marks ALM 1073; ALM 1164; ALM 1188; ALM 1221; ALM 1576; and ALM 1578 were destroyed on May 22, 1985; May 7, 1984; December 12, 1984; December 12, 1984; January 8, 1985; and January 8, 1985, respectively, and have not been removed from the appropriate Equipment Schedules attached to the Agreement.
- D. Pursuant to Amendment No. 2 to the Agreement, dated June 6, 1983 ("Amendment No. 2"), Lessor granted to Lessee full power and authority to enter into an Assignment Agreement, dated as of May 27, 1983, between Lessee and Kansas City Southern Railway Company ("KCS") (the "KCS Assignment Agreement") pursuant to which one hundred fifty (150) of the Cars bearing reporting marks ALM 1000-1081, ALM 1083-1100, and ALM 1102-1151 (the "KCS Assignment Pool Boxcars") were placed into an assignment pool on the railroad lines of KCS.
- E. Pursuant to Amendment No. 1 to the KCS Assignment Agreement, the KCS Assignment Agreement was extended to March 31, 1985.
- F. Lessor and Lessee desire to place for a period of time fifty (50) of the KCS Assignment Pool Boxcars into a second assignment pool on the railroad lines of KCS.
- G. Lessor is a party to that certain Lease Agreement (the "BN Lease"), dated as of May 1, 1985, between Lessor and Burlington Northern Railroad Company ("BN"), pursuant to which Lessor has agreed to lease to BN certain boxcars upon the remarking of such boxcars to bear the reporting marks within the series BN 377300-377399.

- H. Lessor and Lessee desire to place for a period of time one hundred (100) of the KCS Assignment Pool Boxcars, which boxcars shall be listed on Attachment C hereto upon the remarking of all such boxcars to BN reporting marks, (the "BN Assignment Pool Boxcars") into an assignment pool on the railroad lines of BN, and thereafter to lease the BN Assignment Pool Boxcars to BN under the terms and conditions of the BN Lease.

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree to amend the Agreement as follows:

1. All terms defined in the Agreement shall have their defined meanings when used in this Amendment.
2. Equipment Schedules No. 1.A., 2.B., 3. and 4.B., attached to and incorporated into the Agreement, are hereby deleted in their entirety and Equipment Schedules No. 1.B., 2.C., 3.A. and 4.C., attached hereto, are substituted therefor.
3. Lessor hereby grants to Lessee full power and authority to enter into the Second Assignment Agreement, dated May 21, 1985, between Lessee and KCS (the "Second Assignment Agreement"), attached hereto as Attachment A.
4. Upon receipt of instructions from Lessor, Lessee shall immediately exercise its termination rights which it may have under the Second Assignment Agreement.
5. Effective June 1, 1985, the words "150 Boxcars" shall be replaced by the words "50 Boxcars" each time they appear in Amendment No. 2.
6. Lessor hereby consents to that certain Assignment Agreement, dated February 1, 1985, between Lessee and BN, a copy of which is attached hereto as Attachment B (the "BN Assignment Agreement").
7. Upon receipt of instructions from Lessor, Lessee shall immediately exercise its termination rights which it may have under the BN Assignment Agreement.
8. During the term of the BN Assignment Agreement, Subsections 6.A. and 6.B. of the Agreement ("Old Subsections 6.A. and 6.B.") shall be replaced by the following with respect to the BN Assignment Pool Boxcars:

9. Except as otherwise provided in Section 10 hereof, at 12:01 p.m. on the date that each BN Assignment Pool Boxcar is remarked to bear the reporting marks from within the series BN 377300-377399 such BN Assignment Pool Boxcar shall cease to be subject to the terms and conditions of the Agreement. Lessor shall pay all costs related to (i) the removal of all assignment identification marks from the BN Assignment Pool Boxcars, (ii) the removal of the BN Assignment Pool Boxcars from Car Service Directive 145, and (iii) the delivery of the BN Assignment Pool Boxcars to BN for the remarking of the BN Assignment Pool Boxcars as set forth in this Section 9.
10. Upon the expiration or early termination of the BN Lease and upon the mutual agreement of Lessor and Lessee, the BN Assignment Pool Boxcars shall be remarked to bear the reporting marks of ALM and shall become subject to the terms and conditions of the Agreement.
11. In the event that the BN Assignment Pool Boxcars become subject to the Agreement pursuant to Section 10 hereof, Old Subsections 6.A. and 6.B. shall be reinstated into the Agreement in their entirety and shall apply to all of the BN Assignment Pool Boxcars.
12. Immediately after the remarking of the BN Assignment Pool Boxcars as set forth in Sections 9 and 10 hereof, Lessor shall provide Lessee with a Certificate of Remarking in the form of Attachment C attached hereto, specifying the previous and current reporting marks of each such BN Assignment Pool Boxcar. Such Certificate of Remarking shall immediately become attached to and incorporated into the Agreement.
13. In the event that the BN Assignment Pool Boxcars become subject to the terms and conditions of the Agreement pursuant to Section 10 hereof, Lessor shall be responsible for all costs of remarking the BN Assignment Pool Boxcars.
14. During the term of the BN Assignment Agreement, Lessor shall hold Lessee harmless against and shall indemnify Lessee in connection with any

liability of Lessee (including reasonable attorneys' fees and costs) arising out of the use by BN of the BN Assignment Pool Boxcars; provided, however, that Lessee shall not be relieved of, and Lessor shall not hold Lessee harmless against or indemnify Lessee in connection with, (i) any liability of Lessee arising in connection with the BN Assignment Pool Boxcars while such boxcars are located on Lessee's railroad lines, (ii) any liability of or responsibility assigned to Lessee as handling carrier under the rules and regulations of the Association of American Railroads, or (iii) any liability or damage arising in connection with Lessee's negligence.

15. Lessee acknowledges and agrees that its rights and the rights of BN with respect to the BN Assignment Pool Boxcars are subject and subordinate to the rights and remedies of any lessor, owner or secured party of the BN Assignment Pool Boxcars. Lessee further agrees that, upon notice to Lessee or BN from any such lessor, owner or secured party that an event of default has occurred and is continuing under the financing agreements entered into by Lessor in connection with the acquisition of the BN Assignment Pool Boxcars, such party may require that all sums due hereunder shall be paid directly to such party and that the BN Assignment Pool Boxcars be returned immediately to such party.
16. Nothing contained herein shall be deemed to constitute a waiver or otherwise modify, affect or impair (i) any sums due to Lessor or Lessee under the Agreement, or any powers, rights or remedies granted or available to Lessor or Lessee under the Agreement, with respect to the BN Assignment Pool Boxcars and (ii) in connection with the periods prior to or after the terms of the Second Assignment Agreement, the BN Assignment Agreement and the BN Lease.
17. Except as expressly modified by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.
18. This Amendment may be executed by the parties hereto in any number of counterparts and all said counterparts taken together shall be deemed to constitute one and the same instrument.

ITEL RAIL CORPORATION

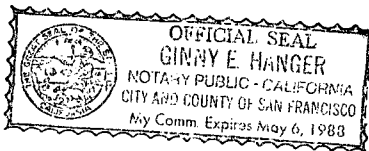
By: *DP Hayes*
Title: President
Date: 7/23/85

ARKANSAS AND LOUISIANA MISSOURI
RAILWAY COMPANY

By: *J A James*
Title: President
Date: 8-6-85

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN FRANCISCO)

On this 23rd day of July, 1985, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is President of IteI Rail Corporation, that the foregoing Amendment No. 4 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Ginny E. Hanger
Notary Public

STATE OF Louisiana)
Parish) ss:
COUNTY OF Orachita)

On this 6TH day of AUGUST, 1985, before me personally appeared J. P. Thames, to me personally known, who being by me duly sworn says that such person is President of Arkansas and Louisiana Missouri Railway Company, that the foregoing Amendment No. 4 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Harold D. Ruff
Notary Public
My Commission is for Life

EQUIPMENT SCHEDULE NO. 1.B.

Itel Rail Corporation hereby leases the following Cars to Arkansas and Louisiana Missouri Railway Company subject to the terms and conditions of that certain Lease Agreement dated as of June 14, 1977.

A.A.R. Mech. Desig.	Description	Numbers	Length	Dimensions		Doors Width	No. of Cars
				Inside Width	Height		
XP	60' Plate E Boxcar, 100-Ton	ALM 1000-1072, 1074-1081, 1083-1099	60'10"	9'6"	11'4"	10'	98

ITEL RAIL CORPORATION

By: 

Title: President

Date: 7/23/85

ARKANSAS AND LOUISIANA MISSOURI
RAILWAY COMPANY

By: 

Title: President

Date: 8-6-85

EQUIPMENT SCHEDULE NO. 2.C.

Itel Rail Corporation hereby leases the following Cars to Arkansas and Louisiana Missouri Railway Company subject to the terms and conditions of that certain Lease Agreement dated as of June 14, 1977.

A.A.R. Mech. Desig.	Description	Numbers	Length	Dimensions		Doors Width	No. of Cars
				Inside Width	Height		
XP	60' Plate E Boxcar, 100-Ton	ALM 1100, 1102-1149	60'10"	9'6"	11'4"	10'	49
XM	60' Plate E Boxcar, 100-Ton	ALM 1101	60'10"	9'6"	11'4"	10'	1

ITEL RAIL CORPORATION

By: *[Signature]*

Title: President

Date: 7/23/85

ARKANSAS AND LOUISIANA MISSOURI
RAILWAY COMPANY

By: *[Signature]*

Title: President

Date: 8-6-85

EQUIPMENT SCHEDULE NO. 3.A.

Itel Rail Corporation hereby leases the following Cars to Arkansas and Louisiana Missouri Railway Company subject to the terms and conditions of that certain Lease Agreement dated as of June 14, 1977.

A.A.R. Mech. Desig.	Description	Numbers	Length	Dimensions		Height	Doors Width	No. of Cars
				Inside Width				
XM	50' Plate C Boxcar, 70-Ton	ALM 1500-1575, 1577, 1579-1599	50'6"	9'6"		11'1"	10' Sliding	98

ITEL RAIL CORPORATION

By: *DP Hayes*
Title: President
Date: 7/23/85

ARKANSAS AND LOUISIANA MISSOURI
RAILWAY COMPANY

By: *J. A. Hames*
Title: President
Date: 8-6-85

EQUIPMENT SCHEDULE NO. 4.C.

Itel Rail Corporation hereby leases the following Cars to Arkansas and Louisiana Missouri Railway Company subject to the terms and conditions of that certain Lease Agreement dated as of June 14, 1977.

A.A.R. Mech. Desig.	Description	Numbers	Length	Dimensions		Doors Width	No. of Cars
				Inside Width	Height		
XP	60' Plate E Boxcar, 100-Ton	ALM 1150-1151	60'10"	9'6"	11'4"	10'	2
XM	60' Plate E Boxcar, 100-Ton	ALM 1152-1159, 1161-1163, 1165-1187, 1189-1220, 1223-1227, 1129, 1231-1249	60'10"	9'6"	11'4"	10'	91

ITEL RAIL CORPORATION

By: DP Hayes

Title: President

Date: 7/23/85

ARKANSAS AND LOUISIANA MISSOURI
RAILWAY COMPANY

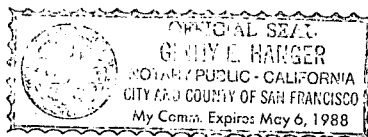
By: J J Thomas

Title: President

Date: 8-6-85

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN FRANCISCO)

On this 23rd day of July, 1985, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is President of Itel Rail Corporation, that the foregoing Equipment Schedules No. 1.B., 2.C., 3.A. and 4.C. were signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Genny E. Hanger
Notary Public

STATE OF Louisiana
Parish) ss:
COUNTY OF Oracheta

On this 6TH day of AUGUST, 1985, before me personally appeared J. A. Thames, to me personally known, who being by me duly sworn says that such person is President of Arkansas and Louisiana Missouri Railway Company, that the foregoing Equipment Schedules No. 1.B., 2.C., 3.A. and 4.C. were signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Harper D. [Signature]
Notary Public
MY COMMISSION IS FOR LIFE

ATTACHMENT A

May 21, 1985

Mr. W. N. Deramus, IV
Vice President, Administration
Kansas City Southern Railway Company
114 West Eleventh Street
Kansas City, Missouri 64105

Dear Mr. Deramus:

Please accept this letter as the second Assignment Agreement ("Second Assignment Agreement"), dated May 21, 1985, between Arkansas and Louisiana Missouri Railway Company ("ALM") and Kansas City Southern Railway Company ("KCS").

The parties agree as follows:

1. ALM and KCS entered into an Assignment Agreement, dated as of May 27, 1983 ("First Assignment Agreement"), a copy of which is attached hereto as Exhibit A.
2. Pursuant to the terms set forth in Amendment No. 1 to the First Assignment Agreement ("Amendment No. 1"), dated January 31, 1985, a copy of which is attached hereto as Exhibit B. The First Assignment Agreement expired on March 31, 1985.
3. Except as otherwise provided herein, all of the terms and conditions of the First Assignment Agreement, as amended by Amendment No. 1, are hereby incorporated by this reference as though fully set forth herein.
4. The Second Assignment Agreement shall be effective as of April 1, 1985, extended automatically on a calendar month-to-calendar month basis (each such calendar month an "Extended Term"); provided, however, that either party may terminate this Second Assignment Agreement at any time upon not less than fifteen (15) days prior written notice to the other.
5. Effective April 1, 1985, for purposes of this Second Assignment Agreement, the first three (3) paragraphs on page 2 of the First Assignment Agreement shall be deleted in their entirety and the following shall be substituted therefor:

Mr. W. N. Deramus, IV
May 21, 1985
Page Two

"'Revenues' shall be the total per diem and mileage revenues earned and due from railroad companies other than ALM and KCS for the use or handling of the Boxcars. ALM shall receive one hundred percent (100%) of the Revenues earned by the Boxcars during any applicable Extended Term."

6. KCS shall remove the Boxcars bearing reporting marks from within the series ALM 1000-1044, 1046-1073, 1076-1105 from the Second Assignment Agreement on the date that each such Boxcar is removed from the assignment pool on KCS's railroad line under Car Service Directive 145 by KCS.

Please indicate your concurrence to the above terms and conditions by signing below and returning one (1) original to me.

Sincerely,

J.A. Thames
President

CONCURRENCE BY
KANSAS CITY SOUTHERN RAILWAY COMPANY

Name: _____

Title: _____

Date: _____

JAT/rsw

EXHIBIT A

COPY

May 27, 1983

Kansas City Southern Railway Company
Attention: Mr. Jerry Gregg,
Vice President-Operations
114 West Eleventh Street
Kansas City, Missouri 64105

Gentlemen:

Please accept this letter as the agreement ("Assignment Agreement") whereby the Arkansas & Louisiana Missouri Railway Company ("ALM") shall supply the Kansas City Southern Railway Company ("KCS") with up to one hundred fifty (150) sixty-foot, Plate E, 100-ton XP Boxcars bearing reporting marks ALM 1000-1081 and ALM 1083-1150 ("Boxcars") and the KCS shall place said Boxcars into an assignment pool on KCS's railroad line under Car Service Directive 145. Prior to the delivery of the Boxcars to KCS, KCS shall, at its expense, supply ALM with door bars for the Boxcars and ALM shall, at its expense, install, or have installed, the door bars in the Boxcars and ALM shall place in UMLER the car type "XP" for said Boxcars.

The term ("Term") of this Assignment Agreement, with respect to each Boxcar, shall commence upon the execution hereof, and shall expire as to all the Boxcars eighteen (18) months from the date of Initial Loading (as hereinafter defined). The Boxcars shall be delivered empty to KCS during the second quarter of 1983. Each Boxcar shall be deemed delivered from ALM to KCS upon the interchange of such Boxcars to KCS. The "Initial Loading" shall be the earlier to occur of either the date the seventy-fifth (75th) Boxcar is loaded with freight by KCS and delivered to a connecting carrier for shipment or the thirty-first (31st) day after all the Boxcars are delivered pursuant to this Assignment Agreement. Immediately upon initial loading, KCS shall execute and deliver to ALM a "Certificate of Initial Loading" (in the form of Exhibit A attached hereto).

KCS shall not make any alterations to the Cars without ALM's prior written consent. During the Term of this Assignment, any or all of the Cars may be replaced by similar railcars with different railroad marks upon prior written notice from ALM to KCS. It is understood and agreed that during the Term of this Assignment Agreement, KCS's only obligation with regard to the Boxcars placed into assigned pool hereunder shall be (i) compliance with the handling carrier's obligations under AAR Interchange Rules while the Boxcars are in KCS's possession, and (ii) the fulfillment of its obligations upon the expiration or termination of this Assignment Agreement set forth herein. KCS shall be entitled to a per diem and mileage relief per Boxcar for each day such boxcar is on KCS's railroad line. Said per diem and mileage relief shall be substantiated by appropriate movement records which KCS shall present to ALM with sixty (60) days from the end of the Service Month (hereinafter defined as the calendar month in which the per diem and mileage payments were actually earned.)

Mr. Jerry Gregg

May 27, 1983

Page Two

The following definitions are provided for the purpose of determining those amounts which ALM agrees to pay to KCS hereunder:

- A. "Revenues" shall be the total per diem and mileage revenues earned and due from other railroad companies other than ALM and KCS for the use of or handling of the Boxcars.
- B. The "Utilization Rate" of the Boxcars shall be determined by a fraction, the numerator of which is the aggregate number of hours in each calendar quarter that revenues were earned on the Boxcars, commencing as of the Initial Loading, and the denominator of which is the aggregate number of hours in each calendar quarter that the Boxcars are placed in an assignment pool at KCS, commencing as of the Initial Loading.

ALM shall pay to KCS an amount equal to twenty-five (25) percent of the Revenues received ("KCS's Revenue Sharing Portion"), provided, however that KCS's Revenue Sharing Portion shall be retained by ALM until it is, in the aggregate, equal to ALM's out-of-pocket expense (not to exceed an average of fifty dollars per Boxcar) for modifying the Boxcars by installing door bars thereto as follows: ALM shall, within five (5) months after the end of each calendar quarter, calculate on a quarterly basis, the amount due to KCS pursuant to this Assignment Agreement. Any amounts payable pursuant to the preceding sentence shall be paid promptly following such calculations.

If, with respect to any calendar quarter, Revenues are less than what the Revenues would have been had the Utilization Rate for the Boxcars had been fifty (50) percent, ALM may, at any time, at its option and upon not less than ten (10) days prior written notice to KCS terminate this Assignment Agreement as to such Boxcars as ALM shall determine.

Upon the expiration or earlier termination of this Assignment Agreement, KCS shall remove from the Boxcars all assignment identification marks, provide final outbound loads for each Boxcar and return the Boxcars to general service in interchange condition, normal wear and tear excepted.

The KCS recognizes that ALM's rights and the KCS's rights are subject and subordinate to the rights of any owner or secured party with respect to the Boxcars, but ALM hereby expressly represents and covenants that it has fully authority to make this Assignment Agreement.

We trust this Assignment Agreement will assist you in meeting your equipment requirements in the coming years.

Please indicate your concurrence to the above terms and conditions by signing below.

Sincerely,



Accepted and agreed to this the ____ day of _____, 1983

KANSAS CITY SOUTHERN RAILWAY COMPANY

By: 

Title: President and Chief Executive Officer

EXHIBIT A

CERTIFICATE OF INITIAL LOADING

With respect to the Assignment Agreement dated March 30,
1983 by and between Arkansas & Louisiana Missouri Rail-
way Company and Kansas City Southern Railway Company, the
date of Initial Loading is hereby agreed to be _____.

KANSAS CITY SOUTHERN RAILWAY COMPANY
Authorized Representative

Date: _____

ARKANSAS & LOUISIANA MISSOURI RAILWAY COMPANY
Authorized Representative

Date: _____

ARKANSAS & LOUISIANA MISSOURI RAILWAY COMPANY

"Personalized Transportation"

POST OFFICE BOX 1653

MONROE, LOUISIANA

EXHIBIT B

February 21, 1985

J. A. THAMES
PRESIDENT

E. L. ROBERSON
VICE PRESIDENT, TRAFFIC &
ACCOUNTING

Mr. J. E. Gregg
Vice President Operations
Kansas City Southern Railway Company
114 West Eleventh Street
Kansas City, Missouri 64105

Dear Mr. Gregg:

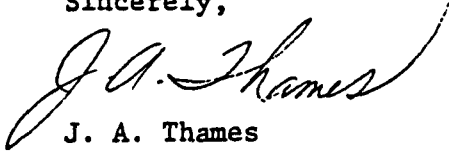
Please accept this letter as the amendment ("Amendment No. 1") to the Assignment Agreement ("Assignment Agreement") dated May 27, 1983 between Arkansas & Louisiana Missouri Railway Company ("ALM") and Kansas City Southern Railway Company ("KCS").

The parties agree as follows:

1. All terms defined in the Assignment Agreement shall have their defined meanings when used in this Amendment No. 1.
2. The Term of the Assignment Agreement shall be extended through and including March 31, 1985, or until another agreement is executed by the parties hereto, whichever occurs first.
3. Except as expressly modified by this Amendment No. 1, all terms and conditions of the Assignment Agreement shall remain in full force and effect.

Please indicate your concurrence to the above terms and conditions by signing below and returning one (1) original to me.

Sincerely,



J. A. Thames
President

I CONCUR:
KANSAS CITY SOUTHERN
RAILWAY COMPANY

By: W. N. Dumas, Jr.

Title: VP

Date: 3/24/85



ATTACHMENT B

ARKANSAS & LOUISIANA MISSOURI RAILWAY COMPANY

"Personalized Transportation"

POST OFFICE BOX 1653

MONROE, LOUISIANA

J. A. THAMES
PRESIDENT

E. L. ROBERSON
VICE PRESIDENT, TRAFFIC &
ACCOUNTING

February 1, 1985

Mr. E. H. Harrison
Vice President - Transportation
Burlington Northern Railroad Company
9401 Indian Creek Parkway
Overland Park, Kansas 66210

Dear Mr. Harrison:

Please accept this letter as the agreement ("Assignment Agreement") whereby Arkansas & Louisiana Missouri Railway Company ("ALM") shall supply Burlington Northern Railroad Company ("BN") with one hundred (100) sixty-foot (60') Plate E, 100 ton XP boxcars bearing reporting marks within the series ALM 1000-1150 (the "Boxcar(s)") and BN shall place such Boxcars into an assignment pool on BN's railroad lines under Car Service Directive 145.

The Assignment Agreement shall commence, with respect to each Boxcar, upon the delivery ("Delivery") of such Boxcar to BN and shall expire as to all Boxcars one (1) year after the date that the first (1st) Boxcar is delivered ("Term"). Each Boxcar shall be deemed delivered to BN upon the interchange of such boxcar to BN.

BN shall not make any alterations to the Boxcars without ALM's prior written consent. During the Term of the Assignment Agreement, any or all Boxcars may be replaced with similar boxcars upon prior written notice from ALM to BN. The parties agree that during the Term of the Assignment Agreement, BN's only obligations with regard to the Boxcars placed into the assignment pool are 1) compliance with all handling carrier's obligations under the AAR Interchange Rules while the Boxcars are in BN's possession and 2) the fulfillment of BN's obligations set forth in this Assignment Agreement. ALM shall grant BN per diem and mileage relief ("Relief") for each Boxcar while such Boxcar is on BN's lines. BN shall present ALM with appropriate movement records to substantiate such Relief within thirty (30) days after the end of each calendar month ("Service Month") in which the per diem and mileage payments were actually earned.

The following definitions are provided to determine the amounts which BN shall pay ALM hereunder:

- A. "Revenues" are defined as the total revenues earned and due from railroad companies for the use or handling of each Boxcar while such Boxcar is in the possession of any railroad other than ALM's or BN's railroads.

Mr. E. H. Harrison
January 4, 1985
Page 2

B. The ("Base Rent") is defined as a monthly sum equal to ^{four hundred fifty (\$450)} ~~five hundred~~ ~~seventy six dollars (\$576)~~ ("Monthly Average") times the number of Boxcars subject to the Assignment Agreement during the Service Month. For any Boxcar which is not subject to the Assignment Agreement for an entire Service Month, the Monthly Average with respect to such Boxcar shall be prorated at nineteen dollars and twenty cents ~~(\$19.20)~~ ^(\$15.00) per day.

ALM shall retain one hundred percent (100%) of the Revenues earned by the Boxcars. If Revenues are less than the Base Rent during any Service Month or applicable portion thereof, BN shall pay ALM an amount equal to the difference between the Base Rent and the actual Revenues earned for such Service Month not more than thirty (30) days after receiving notice from ALM that such sum is due.

Subject to Itel Rail Corporation's consent, which shall not be unreasonably withheld, if BN enters into a three year sublease with ALM with respect to the Boxcars (the "Sublease") prior to the expiration of this Assignment Agreement, this Assignment Agreement shall terminate with respect to each subleased Boxcar on the date that such Boxcar is remarked to bear BN's reporting marks. The parties agree that such Sublease shall be at a Base Rent not to exceed four hundred fifty dollars (\$450) per Boxcar per month with BN providing all services with respect to the Boxcars. BN shall not remark any Boxcar without ALM's and Itel Rail Corporation's prior written consent.

Unless earlier terminated, upon expiration of this Assignment Agreement, BN shall, at ALM's expense, remove all assignment identification marks from each Boxcar and remove all Boxcars from Car Service Directive 145. BN shall ensure that each Boxcar shall meet or exceed specifications for interchange service as defined in the AAR Field Manual, shall be in acceptable condition for Class A boxcar loading and shall be in similar condition to the condition of the Boxcar upon Delivery, normal wear and tear excepted. BN shall load each Boxcar off of its railroad lines upon expiration of the Assignment Agreement.

BN recognizes that ALM's rights and BN's rights with respect to the Boxcars are subject and subordinate to the rights of any owner or secured party of the Boxcars, but ALM hereby expressly represents and covenants that it has full authority to make this Assignment Agreement.

Please indicate your concurrence to the above terms and conditions by signing both (2) originals and returning one (1) original to me.

Thank you.

Sincerely,

ARKANSAS & LOUISIANA MISSOURI RY. CO.


By: J. A. Thames, President

I CONCUR:

BURLINGTON NORTHERN RAILROAD CO.

By: 

Title: _____

Date: _____

ATTACHMENT C

<u>Old ALM Boxcar Marks</u>	<u>New BN Boxcar Marks</u>	<u>Date of Remarking</u>	<u>New ALM Boxcar Marks (pursuant to reinstatement)</u>	<u>Date of Remarking</u>
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Itel Rail Corporation
Authorized Representative

Arkansas and Louisiana Missouri
Railway Company
Authorized Representative